

12-03-1999

FORM PTO-1618A

U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK



101214059

MND 11/23/99

11-23-1999

U.S. Patent & TMOfr/TM Mail Rpt Dt. #40

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Effective Date  
Mont h Day Year  
**10 25 99**

Change of Name

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name **Emergency Services Integrators, L.L.C.** Execution Date  
Mont h Day Year  
**10 25 99**

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other **Limited Liability Company**

Citizenship/State of Incorporation/Organization **Georgia**

Receiving Party

Mark if additional names of conveying parties attached

Name **ESi Acquisition, Inc.**

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) **699 Broad Street, Suite 1011**

Address (line 2) \_\_\_\_\_

Address (line 3) **Augusta Georgia 30901**  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Association

Corporation  Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization **Delaware**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per cover sheet to be recorded, including time for reviewing the document and gathering data needed to complete the cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20503 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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TRADEMARK  
REEL: 001995 FRAME: 0295

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12/02/1999 11:01:11  
01 FC:481  
02 FC:482

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

**Correspondent Name and Address**

Area Code and Telephone

(214) 745-5374

Name

James J. Murphy, Esq.

Address (line 1)

Winstead Sechrest & Minick P.C.

Address (line 2)

5400 Renaissance Tower

Address (line 3)

1201 Elm Street

Address (line 4)

Dallas, Texas 75270

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/ 565,460

75/ 565,461

75/ 565,462

75/565,463

**Number of Properties**

Enter the total number of properties involved.

#

4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

23-2426

Authorization to charge additional fees:

Yes

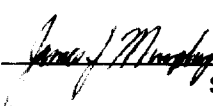
No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

James J. Murphy

Name of Person Signing



Signature

11/18/99

Date Signed

## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** (this "Assignment") is entered into and effective as of this \_\_\_\_ day of October, 1999, by and between Emergency Services integrators. L.L.C., a Georgia limited liability company and its successors and assigns (collectively referred to herein as "Assignor"), and ESI Acquisition, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor owns all right, title and interest to certain trademarks (hereinafter "Trademarks") and certain applications for registration of the Trademarks (the "Trademark Applications"), all of which are identified in Schedule "A" attached hereto;

**WHEREAS**, Assignee is desirous of acquiring substantially all of the tangible and intangible assets of Assignor's business including the worldwide right, title and interest in and to the Trademarks and Trademark Applications;

**WHEREAS**, Assignor and CML Emergency Services, Inc., a Delaware corporation ("CMLes"), are parties to that certain Asset Purchase Agreement, dated as of January 18, 1999, as amended and supplemented (the "Agreement") whereby Assignor has agreed to sell to CMLes substantially all of its assets, including the Trademarks and Trademark Applications, in exchange for certain consideration;

**WHEREAS**, Assignee is a wholly-owned subsidiary of CMLes and shall hold the Trademarks and Trademark Applications;

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor agrees and covenants as follows:

1. Assignor sells, assigns, conveys and transfers to Assignee, and Assignee accepts as of the date of this Assignment,

(a) all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to apply for and receive registrations of the Trademarks throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present, and future infringements; and

(b) all right, title and interest in and to the Trademark Applications, together with that portion of Assignor's business with which the corresponding marks are used, including all priority rights to apply for and receive registrations throughout the world in the name of Assignee or its successor, assign, or representative.

2. Assignor further sells, assigns, conveys, and transfers to Assignee, and Assignee accepts as of the date of this agreement, all right, title, and interest Assignor may have to any trade names, other trademarks, service marks, trade dress, and applications for registrations and registrations thereof, throughout the world, used in connection with the business.

3. Assignor represents and warrants that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademarks or Trademark Applications, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in the Trademarks or Trademark Applications that would preclude, conflict with or encumber this Assignment; and that it hereby consents to this Assignment.

4. Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors and legal representatives, all right, title and interest in and to the Trademarks and Trademark Applications hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

5. This Assignment and the covenants herein are made for the benefit of the Assignee and its successors and assigns and may be transferred without the consent of Assignor.

**[The remainder of this page is intentionally left blank.]**

EFFECTIVE this 25<sup>th</sup> day of October, 1999.

Agreed:

**EMERGENCY SERVICES  
INTEGRATORS, L.L.C.**

*[Handwritten signature]*

DONNA R. HERRICK  
NOTARY PUBLIC, State of New York  
No. 0000000000  
Qualified in Westchester County  
Commission Expires 9/31/02

By: *[Handwritten Signature]*  
Name: JAMES FITCH  
Title: GENERAL MANAGER

Accepted:

**ESi ACQUISITION, INC.**

By: ~~*[Scribbled Signature]*~~  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**

To the Assignment by and between Assignor and Assignee

Dated: October \_\_\_, 1999

(1) Trademark

Marks:	COMCAD-NT	(unregistered)
	COM-CAD	(unregistered)
	WEB-EOC	(unregistered)
	UNIVERSAL DISPATCHER	(unregistered)
	ESI (STYLIZED)	(unregistered)

(2) Trademark Applications

Mark:	COMCAD-NT
Application No.	75/565460
Filing Date:	October 5, 1998

Mark:	WEB-EOC
Application No.	75/565461
Filing Date:	October 5, 1998

Mark:	UNIVERSAL DISPATCHER
Application No.	75/565462
Filing Date:	October 5, 1998

Mark:	ESI (STYLIZED)
Application No.	75/565463
Filing Date:	October 5, 1998